



# CONTRACT DOCUMENTS AND SPECIFICATIONS FOR CALHOUN COUNTY

CALHOUN COUNTY ROADWAY IMPROVEMENT PROJECT  
PACKAGE B

ST. MATTHEWS, SOUTH CAROLINA

RFB No.: ENG2015/16B

AUGUST 13, 2015

CONTRACTOR:

ADDRESS:

SET #



**DENNIS**  
CORPORATION

Dennis Corporation  
1800 Huger Street  
Columbia, South Carolina 29201



# Calhoun County

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**SECTION A:****REQUEST FOR BIDS****CALHOUN COUNTY**

**Calhoun County, SC** is soliciting sealed bids from qualified Contractors for: **RFB No. ENG2015/16B.**

**Written Sealed Bids Clearly Marked** "2015 Calhoun County Roadway Improvement Project, Package B, RFB No. ENG2015/16B" with the bidders name, address, and South Carolina Contractor's License Number on the outside of the envelope shall be accepted by the Calhoun County Transportation Committee, at the Courthouse Annex, 102 Courthouse Drive, Saint Matthews, South Carolina 29135, until **2:00 PM, Wednesday, September 23, 2015**. Bids will not be accepted after this date and time. At that said place and time, sealed bids will be publicly opened and read aloud. **Bid Prices shall remain valid for 60 days following the bid opening.**

**The Work Consists Of:** Paving and drainage improvements along approximately 10,650 linear feet of existing dirt roads that include Griffith Lane, Yenny Lane, and Lake Marion Drive in Calhoun County, South Carolina. Detailed quantities are included in the contract documents Section E: Bid Form.

**Pre-Bid Conference:** A pre-bid conference was held on **Thursday, August 20, 2015 at 2:00 PM** in the Calhoun County Conference Room located at the Courthouse Annex address noted above. The pre-bid conference is highly recommended for any contractor submitting a bid for this project.

**Only those Bidding Documents, Specifications/Drawings obtained from the office of the Engineer are official. Plans/Specifications Will Be Available** for information purposes only at the following locations:

- Dennis Corporation Office, 1800 Huger Street, Columbia SC
- Calhoun County Transportation Committee, Courthouse Annex, 102 Courthouse Drive, St. Matthews SC
- Calhoun County Website: <http://www.calhouncounty.sc.gov/DEPARTMENTS/Pages/Procurement.aspx>

**Drawings, Specifications, & Contract Bidding Documents** may be obtained from the office of the Engineer, Dennis Corporation, 1800 Huger Street, Columbia SC 29201, E-mail: [ahunting@denniscorporation.com](mailto:ahunting@denniscorporation.com) for a non-refundable charge of \$150.00. When requesting specifications and plans, provide the following information about your company: mailing address, street address, e-mail address (if applicable), telephone number, and contact name. Only those listed on the official plan holders list will be notified of any changes to contract documents. Questions concerning the bid documents shall be addressed to Dennis Corporation, Attention: Amber Hunting, Project Administrator, 1800 Huger Street, Columbia, SC 29201, Fax: 803-733-6787; or E-mail [ahunting@denniscorporation.com](mailto:ahunting@denniscorporation.com). All questions must be in writing and submitted before **5:00 PM, Wednesday, September 16, 2015**.

**Bids Will Not Be Considered** unless the bidder is legally qualified under the provisions of the South Carolina Contractor's Licensing Law (South Carolina Code of Laws, as amended). No bidder may withdraw the bid within 60 business days after the actual date of the opening. Each bidder shall fully acquaint himself with conditions of this Bid. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this Bid or to the Contract. Calhoun County or Dennis Corporation shall not be legally bound by any amendment or interpretation that is not in writing.

**Bids Will Not Be Considered** unless sealed accompanied by a bidder's bond, for 5 percent (5%) of the amount of the bid. Bid bond will be duly executed by the bidder as principal & having as surety thereon a surety company licensed to do business in the State of South Carolina. Successful bidder will be required to furnish a satisfactory performance & payment bond each in the amount of 100 percent (100%) of the bid.

**All Work On The Project Must Be Completed within two hundred forty (240) days from Notice-to-Proceed.**

**Calhoun County Reserves the Right** in all cases to reject any and/or all bids, or parts of bids, to waive technicalities, and to make such an award as is deemed in the best interest of the County. The County also reserves the right to waive informalities; to negotiate further with the Contractor of its choice; and to request additional information, to interview, and to make an award deemed in its own best interest or to reject any and all bids. All submittals shall become property of the County and is subject to the Freedom of Information Act (FOIA) regulations.

**BIDS WILL NOT BE CONSIDERED FROM ANY VENDER THAT OWES DELINQUENT BUSINESS PROPERTY TAXES TO CALHOUN COUNTY.**

## SECTION B: GENERAL CONDITIONS

## INSTRUCTIONS TO BIDDERS

- a. Proposals shall be publicly opened as indicated in the Request for Bids and shall be conducted in the “Calhoun County Transportation Committee Office, at the Courthouse Annex, 102 Courthouse Drive, Saint Matthews, South Carolina 29135.”
  - b. Sealed bids shall be enclosed and secured in an envelope. The name and address of the bidder shall be displayed on the envelope. Bids shall be addressed to the Calhoun County Transportation Committee, Courthouse Annex, 102 Courthouse Drive, Saint Matthews, SC 29135. Hand carried bids shall be delivered to the Calhoun County Transportation Committee, at the Courthouse Annex, 102 Courthouse Drive, Saint Matthews, South Carolina 29135.”
  - c. Bids shall be submitted no later than 2:00 PM, Wednesday, September 23, 2015, in the places and manners as described in paragraph (b) above and on the date indicated by the Request for Bids. Bids received after these times are considered late bids. Late bids shall not be considered, unless the delay was caused by improper handling by the County’s employees.
  - d. Calhoun County shall not accept responsibility for unidentified bids.
  - e. In the event that a bid is unintentionally opened prior to the official time set for the bid opening, the employee opening such bid shall immediately inform the Procurement Officer or designee who shall, in the presence of another of equal rank or above, immediately contact the vendor submitting the bid.
  - f. The vendor so contacted will be informed as to the circumstances and shall be invited to come to the office of the Procurement Officer or designee to reseal and submit or withdraw the bid, if the vendor elects to reseal and submit the bid, such vendor shall be required to sign, date and indicate the time of resealing on the bid envelope. If the vendor directs the Procurement Officer or designee to reseal the bid, both the employee making the contact to the vendor and the County witness present, shall sign, date and indicate the time of sealing on the bid envelope.
  - g. In the event that the Procurement Officer or designee is directed by the vendor to return the bid, a statement properly witnessed stating the action taken and when, shall be duly filed.
  - h. All prices and quotations shall be entered in ink or typewritten and shall remain firm for no less than sixty (60) days from the date of the bid. Mistakes may be crossed out and corrections inserted adjacent there to and shall be initialed in ink by the person signing the bid. The bidder shall insert the net price per stated unit and the extension against each item, which he/she proposed to deliver. The price shall include in the grand total column all delivery charges, installation and applicable taxes when necessary.
1. TAXES: When applicable, South Carolina sales tax shall be shown as a separate entry on the bid total summation. In other words, there shall be a bid subtotal with South Carolina tax added in to create a grand total. When required, exemption certificates shall be furnished on forms provided by the vendor.
  2. PROPRIETARY INFORMATION: Bidders shall visibly mark as “CONFIDENTIAL” each part of their bid which considers proprietary information. Price may not be considered confidential proprietary information.
  3. AMBIGUOUS BIDS: Bids which are uncertain as to terms, delivery, quantity, or compliance with requirements and/or specifications may be rejected or otherwise disregarded.
  4. COVENANT AGAINST CONTINGENT FEES: The vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
  5. BIDDER’S QUALIFICATIONS: Bids shall be considered only from bidders who are regularly established in the business called for and who in the judgment of the Owner are financially responsible and able to show evidence of their reliability, ability, experience, equipment supervised by them to render prompt and satisfactory service in the volume called for under this contract.
  6. ACKNOWLEDGEMENT OF AMENDMENTS TO REQUEST FOR BIDS:
    - a. Bidders shall acknowledge receipt of any amendments to this solicitation either by signing and returning one (1)

copy of the amendment or by letter or by telegram or by fax, or by acknowledging the amendment on the Bid Form.

b. Calhoun County must receive the acknowledgment by the time, date, and at the place specified for receipt of bids.

7. AFFIRMATIVE ACTION: The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment, employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin and/or physical handicap and to ENSURE EQUAL EMPLOYMENT OPPORTUNITY is provided for as applicable.
8. EXPLANATION TO PROSPECTIVE BIDDERS:
  - a. Any prospective bidder desiring an explanation or interpretation of this solicitation shall request it in writing soon enough to allow a reply to reach all prospective bidders before submission of their bids.
  - b. Oral explanation and/or instructions given before the award of the contract shall not be binding.
  - c. Any information given to a prospective bidder pertaining to this solicitation shall be furnished promptly to other prospective bidders as an amendment, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.
9. AWARDING POLICY: This contract shall be awarded pursuant to the Calhoun County Procurement Ordinance. Calhoun County reserves the right to select and award on an individual item basis, lot (group) basis or an "all or none" basis, whichever the County determines to be most advantageous. Therefore, individual prices per item must be indicated on the bid form. Bidders are encouraged to offer discounts for consideration of consolidated award. Furthermore, the County in determining the lowest responsible bidder on each of the items shall consider, in addition to the bid prices, the quality, training, suitability and adaptability of the services required by this solicitation. The County reserves the right to reject or accept any or all bids and to waive any informalities and/or irregularities thereof.

In the event that identical bids are received on like items, the Procurement Officer or designee, subject to the approval of the County Administrator or designee, shall award bids by whichever of the following procedures is deemed most appropriate under the circumstances:

  - a. Award to the firm whose primary business establishment is physically located:
    1. within the boundaries of Calhoun County; and
    2. within the boundaries of the State of South Carolina.
  - b. If all of the above are equal, the County shall award by a toss of a coin with all interested parties given an opportunity to witness. The County shall have a minimum of two witnesses for the coin toss.
10. WITHDRAWAL OF BIDS: Any bidder may withdraw his bid prior to the closing time scheduled for the receipt of bids. No bid shall be withdrawn for a period of sixty (60) days after the scheduled closing time for the receipt of bids. The County reserves the right to award contracts for a period of sixty (60) days.
11. SUBMISSION OF DATA: Each bidder, upon request, shall submit evidence of liability insurance, Workmen's Compensation (if required), and other data regarding experience relating to this bid and proposes to satisfy the requirements of this solicitation and fulfillment of a contract.
12. ACCIDENTS: The vendor shall hold the County harmless from any and all damages and claims that may arise by reason of any negligence on the part of the vendor, his agents or employees in the performance of this contract. In case any action is brought against the County or any of its agents or employees, the vendor shall assume full responsibility for the defense thereof. Upon his failure to do so after proper notice, the County reserves the right to defend such motion and charge all costs thereof to the vendor. The vendor shall take all precautions necessary to protect the public against injury.
13. STATEMENT OF COMPLIANCES AND ASSURANCES: By submitting a bid and signing the bid schedule, vendors are providing written assurance of non-collusion and understanding and acceptance of all general and special conditions stated in this contract. In addition, this signature certifies that the firm or agency represented in the bid submitted complies with all applicable federal and state laws and regulations.
14. BIDDERS RESPONSIBILITY: Each bidder shall fully acquaint himself/herself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself/herself with existing conditions shall

in no way relieve the bidder of any obligations with respect to this bid or contract.

15. FAILURE TO SUBMIT BID: Recipients of this solicitation not responding with a bid should not return this solicitation, unless it specified otherwise. Instead, they should advise the issuing office by letter or postcard whether they want to receive future consideration for similar requirements. If a recipient does not submit a bid or fails to respond by submitting a “no bid” for three (3) consecutive bids for the same commodity, they shall be removed from the applicable vendor list.
16. EXAMINATION OF RECORDS:
  - a. The Procurement Officer or designee of Calhoun County shall, until three (3) years after final payment under this contract, have access to and the right to examine any of the Contractors’ directly pertinent books, documents, papers or other records involving transactions related to this contract.
  - b. He/She agrees to include in first-tier subcontracts under this contract a clause to the effect that the Procurement Officer or designee shall, until three (3) years after final payment under the subcontract, have access to and the right to examine any of the subcontractors’ directly pertinent books, documents, papers or other records involving transactions related to the subcontract(s).
17. MATERIALS REQUIRED: Materials required must be in conformity with the specifications and shall be subject to inspection and approval after delivery, and shall comply in quality and type of material and method of manufacture with all applicable local or state laws pertaining thereto. The right is reserved to reject and return at the risk and expense of the vendor such portions of any shipment which may be defective or fail to comply with specifications and without validating the remainder of the order.
18. “OR APPROVED EQUAL” CLAUSES: Certain processes, types of equipment or kinds of materials are described in the specifications and on the drawings by means of trade names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words “or approved equal”. Such method of description is intended merely as a means of establishing a standard of comparison. However, the County reserves the right to select the items which, in the judgment of the County, are best suited to the needs of the County, based on price, quality, service, availability and other relative factors. Bidders must indicate brand name, model, model number, size, type, weight, color, etc., of the item bid if not exactly the same as the item specified. Vendor’s stock number or catalog number is not sufficient to meet this requirement. If any bidder desires to furnish an item different from that specifically mentioned in the specifications, he/she shall submit with his bid the information, data, pictures, cuts, designs, etc., of the material he/she plans to furnish so as to enable the County to compare the material specified; and, such material will be given due consideration. The County reserves the right to insist upon and receive the items as specified, if the submitted items do not meet the County’s standards for acceptance.
19. PATENTS: The vendor shall hold the County, its officers, agents, and employees harmless from liability of any nature or kind whatsoever, on account of use by the publisher or author, manufacturer or agent, of any copyrighted or non-copyrighted composition, secret process, article or appliance furnished or used under this bid.
20. INSTALLATION: Where equipment is called for to be installed under this bid, it shall be placed, leveled and accurately fastened into place by the vendor. He/she shall be responsible for obtaining dimensions and other such data which may be required to assure exact fit to work under another contract or as intended by the County. The vendor shall be responsible providing an appropriate amount of lead-in to equipment requiring electrical, water or other basic service. The County will normally be responsible for bringing the appropriate service to the lead-in. The vendor shall completely remove from the premises all packing, crating, and other litter due to his/her work. He/she shall also be responsible for the cost of repair of any damage to existing work which is caused by his/her equipment.
21. GUARANTEE: The vendor shall supply a guarantee for all workmanship for the equipment he/she is furnishing for a period comparable to the standards in the industry. When defects or faulty material is discovered during the guarantee period, the vendor shall, immediately, upon notification by the County, proceed at his/her own expense, to repair or replace the same, together with any damage to all finishes, equipment, and furnishings that may have been damaged as a result of the defective equipment or workmanship.
22. PROPER INVOICE: Invoices submitted for payment for goods or services provided under this contract shall contain, as a minimum, the following information:
  - Name of business concern

- Contract number or other authorization for delivery of service or property
  - Complete description
  - Price and quantity of property or service actually delivered or executed
  - Name where applicable
  - Title, telephone number and complete mailing address of responsible official to whom payment is to be sent; and
  - Other substantiating documentation of information as required by the contract or owner.
23. CONFLICTS IN SPECIFICATIONS: When contract language or specifications are in conflict, the Engineer shall choose the language/specification that is applicable to the project condition covered, and shall generally choose the more stringent, restrictive or costly language/specification.
24. SERVICE FACILITIES: In considering the services bid upon, the County shall take into consideration past performance of existing work and installations, service and facilities provided by the bidder. The bidder shall have available a local organization that is trained in proper construction methods.
25. SC LAW CLAUSE: Upon award of a contract under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the bidder agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
26. COMPETITION: There are no Federal or State laws that prohibit bidders from submitting a bid lower than a price or bid given to the United States Government. Bidders may bid lower than the United States Government Contract price without any liability because the State is exempt from provisions of the Robinson-Patman Act and other related laws.
27. EXCUSABLE DELAY: The Contractor shall not be liable for any excess costs of the failure to perform the contract arising out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs or failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
28. ASSIGNMENT: No contract may be assigned, sublet, or transferred without a written consent of the Procurement Officer or designee of Calhoun County.
29. SPECIFICATIONS: Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and the successful bidder shall be held responsible thereof.
30. INCORPORATION BY REFERENCE: The contents of this Request for Bids, including all drawings, attachments, specifications, and any addenda, will become part of the contract for this Project.
31. PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS:
- a. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as grass, trees, and shrubs) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by any careless operation of equipment, or by workman, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with tree pruning compound as directed by the Engineer.
  - b. The Contractor shall protect from damage all existing improvements and utilities at or near the work site and on



adjacent property of a third party, the locations of which are known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the County representative (s) may recommend that the necessary work be performed and charge the cost to the Contractor.

32. BID FORMS: Documentation contained in Section “E” shall be completed and submitted along with the Proposal. Only documented Bid Forms from the Engineer will be accepted. A bid bond as required by these General Conditions shall also be included.
33. TERMINATION: Subject to the provisions below, the contract may be terminated by the Procurement Officer or designee providing a thirty (30) day advance notice in writing is given to the Contractor.
- a. Termination for Convenience  
In the event that this contract is terminated or cancelled upon request and for the convenience of the County without the required thirty (30) day advance notice, then the County shall negotiate reasonable termination costs, if applicable.
- b. Termination for Cause.  
Termination by the County for cause, default or negligence on the part of the Contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) day advance notice requirement is waived and the default provision in this bid shall apply.
34. SAFETY AND PROTECTION: Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all persons on the Site or who may be affected by the Work, all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
35. SECURITY REQUIRED:
- a. Bid Security  
Each Bid must be accompanied by a Bid Bond acceptable to the County. Bid Bonds must be issued by a corporate surety registered and authorized to do business in the State of South Carolina. (see Attached “Sample Forms”) Bid Bonds shall be payable to the County, shall be for at least five (5%) percent of the total amount of the Bid, and shall serve as a guarantee deposit that the bid will be carried out to the complete satisfaction of the County.
- b. Forfeiture of Bid Security  
Nonperformance by the successful Bidder, or its failure to execute the Contract and meet performance and payment bond requirements and insurance requirements within five (5) calendar days after issuance of Notice of Award, shall result in its bid security being forfeited as liquidated damages, and the Notice of Award and Contract will be rescinded and awarded to another Bidder. Withdrawal or attempted withdrawal of a Bid after the closing date and time but prior to sixty (60) calendar days after the closing date may also result in forfeiture of bid security.
- c. Return of Bid Security  
Bid security will be returned to all bidders after the successful Bidder has executed the Contract and delivered all required bonds and insurance certificates. Unsuccessful Bidders will not be entitled to any interest earnings on returned funds.
- d. Payment and Performance Security
- (i) The successful Bidder shall provide Performance and Payment Bonds, in a form satisfactory to the County (see Attached “Sample Forms”), in the following amounts no later than at the time of execution of the Contract:
- Payment Bond: 100% of the total amount of the Contract.
  - Performance Bond: 100% of the total amount of the Contract.

- (ii) The aforesaid Payment and Performance Bonds must be issued by a corporate surety registered and authorized to do business in South Carolina and must be counter-signed by a licensed, authorized South Carolina agent.
- (iii) Attorneys-in-fact who sign Bid Bonds or Performance Bonds must file with each Bond a certified and effective, dated copy of their power of attorney.
- (iv) The time to be covered by the Performance Bond shall commence on the date of execution of any contract resulting from this RFB and terminate upon final payment to Bidder by County. The time to be covered by the Payment Bond shall commence on the date of execution of any contract resulting from this RFB and terminate twelve (12) months after the date of final acceptance of the Work by the County.
- (v) Contractor shall execute the attached Form of Agreement upon contract award.

36. CHANGE ORDER

- 1. A Change Order is a written order to the Contractor, signed by the authorized County representative, directing changes in the work within the provisions of the Contract.
- 2. A Change Order is used to change contract quantities for items with unit prices, provide for incentives, penalties, and adjustments for unit price items as provided in the original Contract, delete contract items, and revise contract time.
- 3. A Change Order may include written agreement made and entered into by and between the Contractor and the Department, covering alterations and unforeseen work incidental to the proper completion of the project, when such work is paid for at an agree unit or lump sum price. Such Change Order becomes a part of the Contract when approved and properly executed.

37. PERMITS/LICENSING: It shall be the responsibility of the contractor to comply with County Ordinances by securing the necessary permits and licenses.

38. ENVIRONMENTAL MANAGEMENT: Vendor/Supplier/Contractor will be responsible for complying with all federal, state and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services specified herein, as applicable.

39. SITE INSPECTION: The bidder is expected to have become familiar with and take into consideration site conditions, which may affect the work and to check all dimensions at the site.

Each bidder shall acquaint themselves thoroughly as to the character and nature of the work to be done. Each bidder furthermore shall make a careful examination of the site of the work and inform themselves fully as to the difficulties to be encountered in performance of the work, the facilities for delivering, storing and placing materials and equipment and other conditions relating to construction and labor.

The bidder shall examine the premises and the site and compare them with any applicable drawings and specifications. He/she shall familiarize themselves with the existing conditions such as obstructive area levels and any problems related to erecting the required systems.

No plea of ignorance of conditions that exist or may hereafter exist on the site of the work, or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary investigations and examinations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all the requirements of the contract documents and to complete the work for the consideration set forth therein, or as a basis for any claim whatsoever.

Insofar as possible, the Contractor, in carrying out his/her work, must employ such methods or means as will not cause interruption of or interference with the work of any other Contractor, or County personnel at the site.

**BID BOND**

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address): Calhoun County, South Carolina  
 Courthouse Annex  
 102 Courthouse Drive  
 Saint Matthews, SC 29135

BID

Bid Due Date:

Project (Brief Description Including Location):

BOND

Bond Number:

Date (Not later than Bid due date):

Penal Sum: \_\_\_\_\_

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**BIDDER**

**SURETY**

(Seal)

\_\_\_\_\_  
 Bidder's Name and Corporate Seal

(Seal)

\_\_\_\_\_  
 Surety's Name and Corporate Seal

By: \_\_\_\_\_

Signature and Title

By: \_\_\_\_\_

Signature and Title

(Attach Power of Attorney)

Attest: \_\_\_\_\_

Signature and Title

Attest: \_\_\_\_\_

Signature and Title

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:
  - 1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
  - 1.2. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

## Notice of Award

Date: XXXXXXXXXX

Project: Roadway Improvement Project- Package B	Owner: Calhoun County, SC	Owner's Contract No.: XXXXXXX
Contract:		Engineer's Project No.: XXXXXXX
Bidder:		
Bidder's Address: (send Certified Mail, Return Receipt Requested)		

You are hereby notified that your Bid dated September 23, 2015 for above Contract has been considered. You are the Successful Bidder and are awarded a Contract for:

### 2015 Roadway Improvement Project—Package B

**Calhoun County**

The Total Price of your Contract is \$ \_\_\_\_\_, based on the estimated quantities and unit prices.

Three (3) copies of the Form of Agreement are attached with this Notice of Award. A complete set of the Conformed Contract will be made available to you once all documents have been received.

You must comply with the following conditions precedent within ten [10] days of the date you receive this Notice of Award.

1. Deliver to the Engineer 3 fully executed counterparts of the Form of Agreement.
2. Deliver with the executed Contract Documents:  
**The Contract Bonds as specified in the RFB (Payment and Performance)**
3. Other conditions precedent:  
**A Certificate of Insurance as specified in the RFB**  
**A completed W-9 Form**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten [10] days after you comply with the above conditions, Owner will return to you one fully executed conformed Contract Documents.

\_\_\_\_\_  
Dennis Corporation  
Engineer

By: \_\_\_\_\_  
Authorized Signature  
\_\_\_\_\_  
Project Manager  
\_\_\_\_\_  
Title

Copy: Dennis Corporation  
Calhoun County

## FORM OF AGREEMENT

### BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between

**Calhoun County**

\_\_\_\_\_  
(Owner) and

\_\_\_\_\_  
(Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

#### ARTICLE 1 - WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

***Paving and drainage improvements along approximately 10,650 linear feet of existing dirt roads that include Griffith Lane, Yenny Lane, and Lake Marion Drive in Calhoun County, South Carolina. Detailed quantities are included in the contract documents Section Bid Form.***

#### ARTICLE 2 - THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

***Calhoun County Roadway Improvement Project, Package B, RFB No. ENG2015/16B***

#### ARTICLE 3 - ENGINEER

- 3.01 The Project has been designed by

DENNIS CORPORATION  
1800 Huger Street  
Columbia, SC 29201

(Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

#### ARTICLE 4 - CONTRACT TIME

- 4.01 Time is of the Essence
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Days to Achieve Substantial Completion and Final Payment
- A. The Work will be substantially completed within two hundred forty (240) days after the date when the Contract Time commences to run as provided in the General Conditions.
- 4.03 Liquidated Damages
- A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **\$100.00** for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **\$100.00** for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

**ARTICLE 5 - CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Work other than Unit Price Work, a Lump Sum of:

N/A	(\$N/A)
(words)	(numerals)

All specific cash allowances are included in the above price and have been computed in accordance with the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.B:

**EXAMPLE****UNIT PRICE WORK**

Item No.	Description	Quantity	Unit	Unit Price	Estimated Price
1	Mobilization	NEC	LS	5,000.00	5,000.00
2	Construction Stakes, Lines & Grades	NEC	LS	1,000.00	1,000.00
3	Clearing & Grubbing Road Right-of-Way	NEC	LS	3,000.00	3,000.00
4	Site Excavation	NEC	LS	2,000.00	2,000.00
5	Dressing Shoulders	6,780	LF	5.00	33,900.00
6	Graded Aggregate Base Course - 4"	8,610	SY	25.00	215,250.00
7	Contingent Maintenance Stone	60	TON	14.00	840.00
8	Maintenance of Traffic	NEC	LS	500.00	500.00
9	15" HDPE, Smooth Core, 24' lengths	744	LF	10.00	7,440.00
10	18" RCP, Class III	40	LF	10.00	400.00
11	24" RCP, Class III	300	LF	15.00	4,500.00
12	Silt Fence	1500	LF	2.00	3,000.00
13	Rip Rap	100	TON	5.00	500.00

TOTAL OF ALL ESTIMATED PRICES

277,330.00

(numerals)

Two hundred seventy-seven thousand, three hundred thirty and zero cents

(words)

C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

As provided in the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the Engineer as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions.

**ARTICLE 6 - PAYMENT PROCEDURES:****6.01 Submittal and Processing of Payments**

- A. Contractor shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

**6.02 Progress Payments; Retainage**

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 10<sup>th</sup> day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with the General Conditions:
    - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and
    - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
  - 2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with the General Conditions and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

**6.03 Final Payment**

- A. Upon final completion and acceptance of the Work in accordance with the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided.

**ARTICLE 7 – INCORPORATION BY REFERENCE:**

- 7.01 The contents of the Request for Bids, including all drawings, attachments, specifications, and any addenda, will become part of the contract for this Project.

**ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS:**

- 8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in the General Conditions.
- E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions



and programs incident thereto.

- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 9 - CONTRACT DOCUMENTS**

### **9.01 Contents**

- A. The Contract Documents consist of the following:
  - 1. This Agreement
  - 2. Performance Bond
  - 3. Payment Bond
  - 4. General Conditions
  - 5. Special and Supplementary Provisions and Specifications
  - 6. Standard Specifications and Drawings as referenced in bid documents.
  - 7. The contents of the Request for Bids, including all drawings, attachments, specifications, and any addenda.
  - 8. Drawings listed on attached sheet index.
  - 9. Addenda (numbers 0 to 0, inclusive).
  - 10. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid
  - 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed
    - b. Work Change Directives
    - c. Change Order(s)
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## **ARTICLE 10 - MISCELLANEOUS**

### **10.01 Terms**

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Special and Supplementary Conditions.

### **10.02 Assignment of Contract**

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the

extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

#### 10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### 10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on \_\_\_\_\_, 2015 (which is the Effective Date of the Agreement).

CONTRACTOR:

\_\_\_\_\_

By:

\_\_\_\_\_

Title:

\_\_\_\_\_

[CORPORATE SEAL]

Attest:

\_\_\_\_\_

Title:

\_\_\_\_\_

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

License No.:

\_\_\_\_\_

SC Contractors

Agent for service or process: \_\_\_\_\_

\_\_\_\_\_

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

OWNER:

CALHOUN COUNTY, SC

\_\_\_\_\_

By:

\_\_\_\_\_

Title:

\_\_\_\_\_

[COUNTY SEAL]

Attest:

\_\_\_\_\_

Title:

\_\_\_\_\_

Address for giving notices:

102 COURTHOUSE DRIVE

\_\_\_\_\_

SAINT MATTHEWS SOUTH CAROLINA 29135

\_\_\_\_\_

## PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address): Calhoun County Courthouse Annex, 102 Courthouse Drive, Saint Matthews, SC 29135

### CONTRACT

Date:

Amount:

Description (Name and Location):

### BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest:

Signature and Title

CONTRACTOR AS PRINCIPAL

SURETY

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title:

EJCDC No. C-610 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.
2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
  - 3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
  - 3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and
  - 3.3. Owner has agreed to pay the Balance of the Contract Price to:
    1. Surety in accordance with the terms of the Contract;
    2. Another Contractor selected pursuant to Paragraph 4.3 to perform the Contract.
4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
  - 4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
  - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent Contractors; or
  - 4.3. Obtain bids or negotiated proposals from qualified Contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
  - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new Contractor and with reasonable promptness under the circumstances:
    1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefore to Owner; or
    2. Deny liability in whole or in part and notify Owner citing reasons therefore.
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
  - 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;
  - 6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
  - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
  - 12.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
  - 12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
  - 12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone  
 Surety Agency or Broker  
 Owner's Representative (engineer or other party)

**PAYMENT BOND**

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address): Calhoun County Courthouse Annex, 102 Courthouse Drive, Saint Matthews, SC 29135

**CONTRACT**

Date:

Amount:

Description (Name and Location):

**BOND**

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

**SURETY**

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

By:

\_\_\_\_\_  
Signature and Title

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest:

\_\_\_\_\_  
Signature and Title

**CONTRACTOR AS PRINCIPAL**

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

**SURETY**

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

By:

\_\_\_\_\_  
Signature and Title

(Attach Power of Attorney)

Attest:

\_\_\_\_\_  
Signature and Title:

EJCDC No. C-615 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
  - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
  - 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2. Claimants who do not have a direct contract with Contractor:
    1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
    2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
    3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
  - 6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2. Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS
  - 15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Sub-Contractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
  - 15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone  
 Surety Agency or Broker  
 Owner's Representative (engineer or other party)

## SECTION C: SPECIAL PROVISIONS



## SPECIAL PROVISIONS

**PROJECT NUMBER**

ENG2015/16B

**COUNTY**

Calhoun

This project is to be constructed under the South Carolina Department of Transportation's Specifications For Highway Construction Edition of 2007, the South Carolina Department of Transportation's 2004 Construction Manual, the Supplemental Technical Specifications in effect at the time of the letting, unless otherwise noted, and the following Special Provisions.

### DEFINITION AND TERMS:

Delete Paragraph 101.3.27, (the) Engineer, of the 2007 Version of the Standard Specifications for Highway Construction in its entirety and replace with the following:

*Calhoun County, acting directly or through his duly authorized representative, such representative acting within the scope of particular assigned duties or authority. On this Project the firm of **Dennis Corporation** shall function as the Engineer's duly authorized representative with authority as described in Section 105, "CONTROL OF WORK", of the Standard Specifications for Highway Construction, latest Edition.*

**The project Owner is Calhoun County. In the specifications where the terms "SCDOT" or "Department" or other like terms are used to describe the facility Owner, it shall be interpreted as meaning Calhoun County, as appropriate.**

Add "Notice-to-Proceed" to Section 101 as follows:

*Notice-to-Proceed. A written notice to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contractor may start to perform obligations under the Contract Documents.*

*It is the intention of the owner to have the Contractor begin work on this project as soon as practical. The owner anticipates that an award and contract will be issued within two weeks after bids are received. The owner will require that the completed contract, bonds, insurance and other information required by the contract shall be completed within two weeks after bids are received.*

### AWARD OF CONTRACT:

Subsection 103.2 of the Standard Specifications is amended to allow sixty (60) days for the award of a contract after the opening of proposals.

### EXECUTION OF THE CONTRACT:

**Section 103.6** is hereby replaced with the following:

**Section 103.6 Execution of the Contract**

After receiving the Contract prepared by the Engineer, sign and return it, together with an acceptable Payment Bond, Performance and Indemnity Bond, and acceptable Certificates of Insurance to the Contracts Administrator within 10 calendar days from the date it was mailed by the Engineer. No contract will be executed by the Department without the acceptable bonds and insurance certificates. No Contract will be considered effective until it has been fully executed by all parties thereto.

### SUBSTANTIAL COMPLETION OF WORK:

**Section 101.3.76** is hereby replaced with the following:

**101.3.76 Substantial Completion of Work**

Substantial Completion of Work is the point in the project when work has been constructed to the typical section in the Plans over the entire length of the project including tie-ins, all pay items have been installed in reasonable conformance with the plans and specifications over the entire length of the project and all lanes of traffic are open to the public in their final configuration with the final applications of thermoplastic and raised pavement markers with the only remaining work to be performed being punch list items.

### PROPOSAL ITEMS AND QUANTITIES:

A list of bid items and quantities is on page 42.

#### PROMPT PAYMENT CLAUSE:

See attached Supplemental Specification dated **June 14, 2000** on page 37.

#### SOUTH CAROLINA MINING ACT:

See Attached Supplemental Specification Dated **March 20, 2003** on page 36.

#### DBE PARTICIPATION:

The Bidder is encouraged to use DBE subcontractors on this project. All DBE participation shall be reported to the project engineer before substantial completion.

#### CONSTRUCTION QUALITY CONTROL AND ASSURANCE TESTING:

The Owner shall provide construction quality control and quality assurance testing for this project, except for MANUFACTURERS MATERIALS CERTIFICATIONS AND CERTIFIED TEST REPORTS as required by the provision included below.

#### INSURANCE REQUIREMENTS:

In addition to the requirements as set forth in Section 103.8 of the Standard Specifications (Edition of 2007), the Contractor shall purchase and maintain, in a company or companies acceptable to the Owner, general liability and automobile liability insurance written on an occurrence basis, with minimum limits as shown below or as required by law, whichever is greater. **The Contractor shall include the Owner and Dennis Corporation as Additional Insured.** The authorized insurance company shall provide a Waiver of Subrogation in all policies maintained by the insured for the performance of the Contract.

TYPE OF INSURANCE	Limits of Liability
Comprehensive General Liability	
Each Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00
Completed Operations	\$2,000,000.00
Business Automobile Liability (Coverage includes: All Owned, Hired, and Non-Owned Automobiles)	\$1,000,000.00
Umbrella Liability Coverage	\$5,000.00

The Contractor shall also purchase and maintain in a company or companies acceptable to the Owner, Worker's Compensation and Employer's Liability Insurance with minimum limits as shown below or as required by law, whichever is greater:

<u>WORKER'S COMPENSATION and EMPLOYER'S LIABILITY (statutory)</u>	<u>LIMIT</u>
Coverage A	Statutory
Coverage B—Employer's Liability: Disease-Policy Limit)	\$500,000.00
Per Accident	\$100,000.00
Disease-Policy Limit	\$500,000.00
Disease-Each Employee	\$100,000.00

Certificates of Insurance acceptable to the Owner shall be filed not less than 10 days after notification of award.

The Certificate of Insurance shall not be changed to the extent that limits are decreased by endorsement, canceled or non-renewed without thirty (30) days prior written notice to the Owner. The Contractor shall provide and maintain the

coverages as required by Section 103.08 and these additional requirements. Failure to provide and maintain the required coverage will be grounds to declare the Contractor in default of the Contract.

The criteria which an Insurance Company or Companies are deemed satisfactory by the Owner shall include, but not be limited to the following:

- a) The above required insurance coverages shall be written by a Company or Companies licensed in the areas of required coverage by the Insurance Commissioner of the South Carolina Department of Insurance, and
- b) The Insurance Company or Companies shall be assigned a rating of "A-" or better by A. M. Best Company on its most recent Best's Insurance Report, and
- c) The Owner considers the "ACORD Certificate of Insurance" as an acceptable form of certificate.

#### RETAINAGE:

If the Contractor's progress is judged to be delinquent or portions of the work are defective, the County reserves the right to withhold retainage. The total amount retained will be sufficient to cover anticipated liquidated damages and the cost to correct defective work.

#### QUALIFIED PRODUCT LISTINGS:

All references to "Approval Sheet" or "Approval Policy" are to be replaced with "Qualified Products Listings (QPL)" and "Qualified Products Policies (QPP)" respectively. This change includes all references in the SCDOT Standard Drawings, SCDOT Standard Specifications, SCDOT Supplemental Specifications, SCDOT Special Provisions, SCDOT Supplemental Technical Specifications, SCDOT Internet and Intranet websites, and all other documents produced by SCDOT.

#### MANUFACTURERS MATERIALS CERTIFICATIONS AND CERTIFIED TEST REPORTS:

The contractor shall supply the Engineer with all required materials certifications and manufacturers test reports for items to be permanently incorporated into the project, prior to their use. The County must approve these certifications and reports before payment can be made to the contractor for these items.

#### CONTRACT TIME AND DETERMINATION AND EXTENSION OF CONTRACT TIME:

**Completion Date for this project is two hundred forty (240) days from Notice-to-Proceed.**

Section 108.6 of the Standard Specifications is amended to include the following: *Insert immediately after paragraph No. 5:*

An increase in contract time may be considered if, for reasons beyond the contractor's control, including weather, the amount of time originally anticipated by the County is not available to the contractor for the prosecution of the work. The actual number of days (based on project records) which the Engineer determines to have been satisfactory for performance of the work will be compared to the number of days which the County originally used to determine the specified completion date. The completion date may be extended by such an amount as the conditions justify.

#### FAILURE TO COMPLETE THE WORK ON TIME:

Delete Section 108.9 in its entirety and substitute the following in its place:

Owner and Contractor recognize that time is of the essence and that the Owner will suffer financial loss if the work is not substantially complete in accordance with the time(s) specified herein. They also recognize the delays, expenses and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by the Owner if the work is not completed on time.

Accordingly, instead of requiring such proof, the Owner and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the Owner the amounts stipulated below:

#### LIQUIDATED DAMAGES SCHEDULE:

<u>Phase</u>	<u>NTP Date</u>	<u>End Date</u>	<u>Liquidated Damages</u>
All	*TBD	<b>Two Hundred Forty (240) Days from NTP</b>	<b>\$100.00 PER DAY</b>
*To be determined at Preconstruction Conference.			

**UTILITY WORK WITH HIGHWAY CONSTRUCTION:**

***Contractor is responsible for all utilities known and unknown. It shall be the responsibility of the contractor to inspect the site for potential utility conflicts.***

It is the responsibility of the Contractor to call Palmetto Utility Protection Service (1-888-721-7877) three (3) days prior to work so that existing utilities can be properly marked.

**ROADWAYS TO BE INCLUDED IN THIS PROJECT:**

Calhoun County, due to budget considerations, reserves the right to adjust the amount of work to be performed on this project. Projects may be added or deleted only at the discretion of the County. The Contractor shall, by signing this request for bids, agree to adjust, as indicated by the County, the lengths or quantities of roadways and corresponding pay items to be performed, at the times and locations determined to be beneficial to the County.

**MAINTENANCE OF TRAFFIC:**

Contractor will maintain traffic throughout the length of this project in a manner which will allow the free flow of traffic and the safety of the traveling public.

**TYPICAL TRAFFIC CONTROL STANDARD DRAWINGS -**

Typical traffic control standard drawings of the "Standard Drawings for Road Construction" for this project shall be as shown below or as required:

<b>STD 605-010-02</b>		<b>PERMANENT CONSTRUCTION SIGNING - PRIMARY ROUTES</b>
<b>STD 610-005-00</b>		<b>FLAGGING OPERATIONS</b>
Permanent Construction Signing		
Scheme E	6 @ 24 Square Feet Each	144 Square Feet
<b>TOTAL</b>		<b>144 Square Feet</b>

Install the permanent construction signs as shown on the typical traffic control standard drawing, "Construction Signing Permanent Primary Routes 605-010-02", or as directed by Engineer. A list of roadways for the placement of the signs can be obtained from the Engineer.

**REQUIRED MEDIA NOTIFICATION FOR CONSTRUCTION PROJECTS:**

Contractors are encouraged to cooperate with the news media since all projects are constructed with public funds. Because the scope of this project will cause disruption of normal traffic flow, the Contractor is required to notify the public, in a timely manner, of disruptive activities such as lane closures.

The Contractor is required to utilize area media to accomplish public notification of traffic disruptions.

The Contractor is required to deal directly with the news media and all reasonable efforts should be made to cooperate with the media. However, the safety, security and construction schedule on site should not be disrupted in order to accomplish this. The Contractor may coordinate these activities with and receive guidance from the Engineer – Dennis Corporation.

**CERTIFICATION AND COMPLIANCE CONCERNING ILLEGAL ALIENS:**

By submission of this bid, the bidder as the prime contractor does hereby agree:

- to certify its compliance with the requirements of Chapter 14 of Title 8 of the S.C. Code of Laws regarding Unauthorized Aliens and Public Employment;
- to provide the engineer with any documents required to establish such compliance upon request; and
- to register and participate and require agreement from subcontractors and 2nd tier subcontractors to register and participate in the federal work authorization program to verify the employment authorization of all new employees, or to employ only workers who supply the documents required pursuant to S.C.Code 8-14-20(B)(2).

## SECTION D: SUPPLEMENTAL SPECIFICATIONS

**GENERAL NOTES**

- Base width for ditch sections will be 21 feet and 27 feet for valley gutter sections
- The earthen shoulder will vary but will have sufficient width
- Ditch slopes may be adjusted to accommodate ditch depth and to provide adequate shoulder width
- Longitudinal ditch grades will vary, but will have sufficient grade for positive drainage
- All grading must take place within the limits of the Right-of-Way
- Roadway to be centered within Right-of-Way
- GABC to be placed to edge of Right-of-Way on all driveway aprons
- HDPE Pipe, smooth core, 24 foot lengths may be used in driveway applications unless otherwise noted
- All cross line and intersection culverts will be Reinforced Concrete Pipe
- Mailboxes and road signs will need to be relocated when existing width, alignment, or radii is changed or relocation is warranted

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CALHOUN COUNTY  
SUPPLEMENTAL SPECIFICATIONS  
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**Item No. 103 - MOBILIZATION**

- .01 DESCRIPTION:** Mobilization consists of the preparatory operations including: moving personnel and equipment to the project site; paying bond and insurance premiums; establishing offices, buildings, and other facilities necessary for work on the project; and all other preparatory work or costs incurred before beginning work on the project.
- .02 MATERIALS:** N/A.
- .03 EQUIPMENT:** N/A.
- .04 CONSTRUCTION:** N/A
- .05 MEASUREMENTS AND PAYMENT:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 103.11 in its entirety.

**Item No. 105 -CONTROL OF WORK**

- .01 AUTHORITY OF THE ENGINEER:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 105.1 paragraph 1 and 2.
- .02 THE DESIGN PLANS:** The design plans or construction plans, if applicable, will be provided by the Owner. Also refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 105.2 paragraph 1 in its entirety.
- .03 CONFORMITY WITH PLANS AND SPECIFICATIONS:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 105.3 in its entirety.
- .04 COORDINATION OF PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS:** The Owner will provide the Construction Plans, if applicable, and specifications for materials. It is the responsibility of the Contractor to have a complete understanding of the work to be performed prior to beginning any work. It is the responsibility of the Contractor to point out any discrepancy in the plans and/or specifications prior to any work being performed. The engineer will determine any necessary changes to the plans or specifications prior to the work being performed. The Owner is not responsible for any work performed without these corrections and interpretations.
- .05 COOPERATION BY CONTRACTOR:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 105.5 in its entirety.
- .06 COOPERATION WITH UTILITIES:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 105.6 in its entirety.
- .07 COOPERATION BETWEEN CONTRACTORS:** If applicable refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 105.7 in its entirety.
- .08 CONSTRUCTION STAKES, LINES, AND GRADES:** If applicable refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 105.8 in its entirety.
- .09 AUTHORITY AND DUTIES OF THE ENGINEERS REPRESENTATIVES:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 105.9 in its entirety.
- .10 INSPECTION OF WORK:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 105.10 in its entirety.
- .11 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 105.11 in its entirety.
- .12 LOAD RESTRICTIONS:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 105.12 in its entirety.
- .13 FAILURE TO MAINTAIN ROADWAY STRUCTURE:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 105.12 in its entirety.



**Item No. 201 – CLEARING AND GRUBBING**

- .01 DESCRIPTION:** This section contains specifications for the materials, equipment, construction, measurement, and payment for clearing and grubbing of all vegetation, debris, and obstructions within the limits of the roadway, right of way, ditch and channel change areas, or other easement areas, except for such objects that are designated to remain, or are to be otherwise removed in accordance with the plans or other sections of these specifications.
- .02 MATERIALS:** none specified.
- .03 EQUIPMENT:** Ensure that the equipment necessary for the proper construction of the work is on site, in acceptable working condition, and approved by the Engineer as to both type and condition before commencement of work.
- .04 CONSTRUCTION:** Where clearing and grubbing within right-of-way is required, clear and grub the entire area within the right-of-way lines. Do not cut, damage, or destroy timber beyond the right-of-way lines unless the Plans or the Special Provisions provide for clearing such areas as necessary to complete the work. Do not remove or damage trees, plant specimens, or other objects considered valuable by adjacent property owners or that are aesthetically desirable and are designated by the ENGINEER to remain.
- .05 MEASUREMENT AND PAYMENT:** The quantity for the pay item Clearing and Grubbing within Roadway is measured and paid for at the Lump Sum Price as Necessary. The quantity is the actual surface area over which clearing or grubbing operations were performed, completed, and accepted by the Engineer. Payment is full compensation for performing the clearing and grubbing work as specified or directed and includes proper removal and disposal of timber and debris and all other materials, labor, equipment, tools, supplies, transportation, and incidentals necessary to complete the work in accordance with the Plans, the Specifications, and other terms of the Contract.

**Item No. 203 – UNCLASSIFIED EXCAVATION**

- .01 DESCRIPTION:** Unclassified excavation consists of roadway and drainage excavation performed under this section regardless of the materials encountered or the manner in which they are removed and includes the work described in Subsection 203.2.1.1 of the SCDOT 2007 Standard Specifications unless otherwise provided. It is the Contractor's responsibility to inspect the site and determine the actual amount of Excavation needed to complete the project.
- .02 MATERIALS:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 203.2 in its entirety.
- .03 EQUIPMENT:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 203.3 in its entirety.
- .04 CONSTRUCTION:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 203.4 in its entirety.
- .05 MEASUREMENTS AND PAYMENT:** Unclassified Excavation will be measured and paid for at the Lump Sum Price as Necessary. The payment shall be full compensation for all labor, materials, equipment, excavation, selected backfill material, compaction, proof rolling, disposal and incidentals necessary to complete this item of work. Payment for asphalt material used in this application is included in this pay item.

**Item No. 306 – MAINTENANCE STONE**

- .01 DESCRIPTION:** This section contains specifications for the materials, equipment, construction, measurement, and payment for increasing the strength of the subgrade or subbase by the addition of crushed stone, gravel, or slag in conformance with the lines, grades, dimensions, and cross-sections shown on the Plans or as directed by the Engineer.
- .02 MATERIALS:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 302.2 in its entirety.
- .03 EQUIPMENT:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 302.3 in its entirety.
- .04 CONSTRUCTION:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 302.4 in its entirety.
- .05 MEASUREMENT AND PAYMENT:** The quantity for the pay item Contingent Maintenance Stone is the weight of the aggregate incorporated into the project as specified and measured by the ton (TON) of the material as weighed in trucks on approved platform scales and incorporated into the finished work, complete and accepted. Payment for the accepted quantity of Contingent Maintenance Stone is determined using the contract unit bid price for the item. Payment is full compensation and includes all items required for placement per the plans or as requested by the Engineer.

**Item No. 601 - MAINTENANCE OF TRAFFIC**

- .01 DESCRIPTION:** This work shall consist of all labor and material necessary to maintain traffic, both vehicular and pedestrian, on, along, or through the work area. This Item sets forth the traffic control requirements necessary for the safe and continuous maintenance of traffic throughout the area affected by the work.
- .02 MATERIALS:** All materials shall be in accordance with Division 600 of the SCDOT 2007 Standard Specifications for Highway Construction.
- .03 EQUIPMENT:** Not Applicable
- .04 CONSTRUCTION:** A predetermined Traffic Control Plan (TCP) shall be submitted seven (7) calendar days prior to the start of work. The TCP shall be submitted to the Engineer for review and verification of conformance with Part VI (Temporary Traffic Control) of the latest edition of the Manual On Uniform Traffic Control Devices (MUTCD). The TCP shall address the type, size, and placement of signs, job location and personnel to be used.
  - A. All traffic control devices and methods used shall conform to the Manual on Uniform Traffic Control (MUTCD), latest edition.
  - B. Contractor to provide sufficient number of flagmen and take all necessary precautions for the protection of the work area and safety of the public. When not in visual contact, flaggers shall be equipped with two-way radios to facilitate the safe flow of traffic through the construction zone.
  - C. Signs shall be new or in like-new condition. Signs that become faded, illegible, or damaged shall be replaced as directed by the Engineer.
  - D. On projects where traffic is detoured around the work area, Contractor shall place signing as shown by the TCP.
  - E. On projects where traffic is to be maintained through the work area, the Contractor shall maintain one (1) lane traffic during work hours and two (2) lanes during non-work hours. Full closure with appropriate detour will be considered on a case by case basis only.
  - F. Temporary traffic control devices shall be utilized throughout all construction operations.
  - G. All salvaged material and devices, i.e. TCP signs, etc., shall become the property of the Contractor.

**Item No. 815 – EROSION CONTROL**

- .01 DESCRIPTION:** This section contains specifications for the materials, equipment, construction, measurement, and payment for the placement of temporary erosion control measures to prevent erosion and water pollution through the use of best management practices including the use of berms, silt basins, silt ditches, sediment dams, fiber roving, rolled erosion control products, silt fences, floating turbidity barriers, brush barriers, sediment tubes, inlet filters, bonded fiber matrix, flexible growth matrix, temporary flexible pipe slope drains, temporary seeding, and stabilized construction entrances in conformity with the SWPPP, Plans, Specifications, SCDOT Standard drawings, or as directed by the Engineer. The Contractor shall be responsible for providing an Erosion Control Plan sketch to the Engineer for approval prior to construction. The approved Erosion Control Plan will be used as a guide during construction. However, the Contractor shall be responsible for ensuring that the site is maintained in such a way as to remain compliant with the Plans and South Carolina DHEC requirements.
- .02 MATERIALS:** All materials shall be in accordance with Section 815 of the SCDOT 2007 Standard Specifications for Highway Construction.

- .03 EQUIPMENT:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 815.3 in its entirety.
- .04 CONSTRUCTION:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 815.4 in its entirety.
- .05 MEASUREMENT AND PAYMENT:** The Pay item Erosion Control is paid on a lump sum (LS) basis; and therefore, there is no specific measurement of quantities for these items. Payment shall be made on a percentage complete basis as approved by the Engineer. Payment for Erosion Control is full compensation for the implementation of the Erosion Control plan and maintenance of BMPs and includes furnishing, installing, inspecting, and maintaining all erosion control items in accordance with Section 815.6 of the SCDOT 2007 Standard Specifications for Highway Construction.

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March 20, 2003

## THE SOUTH CAROLINA MINING ACT

The South Carolina Mining Act enacted by the General Assembly in 1973 requires that the Department adopt reclamation standards to govern activities of the Department and any person acting under contract with the Department, on highway rights-of-way or material pits maintained solely in connection with the construction, repair and maintenance of the public road systems in South Carolina.

### STANDARD PLAN FOR THE RECLAMATION OF EXCAVATED AREAS ADOPTED BY

### THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

---

Reclamation plans as stated herein shall include all areas disturbed in excavations of borrow and material pits, except planned inundated areas.

The final side slopes of areas excavated for borrow and material pits shall be left at such an angle so as to minimize erosion and the possibility of slides. The minimum slope in every case shall be not less than 3:1.

Small pools of water should not be allowed that are, or are likely to become noxious, odious, or foul to collect or remain on the borrow pit. Suitable drainage ditches, conduits, or surface gradient shall be constructed to avoid collection of noxious, odious, or foul pools of water unless the borrow pit is to be reclaimed into a lake or pond.

Borrow pits reclaimed to a lake or pond must have an adequate supply of water to maintain a water sufficient level to maintain a minimum water depth of four (4) feet on at least fifty (50) percent of the surface area of the lake or pond.

Excavated areas will be drained where feasible unless otherwise requested by the property owner where, in such instances, the property owner may wish to develop the excavated area for recreational purposes or for the raising of fish, or for other uses, in compliance with the South Carolina Mining Act.

Where material is stripped from the ground surface in relatively thin layers, the area, after excavation has been completed, will be thoroughly scarified and terraced and planted to establish satisfactory vegetation necessary to control erosion. Vegetative cover should be established on a continuing basis to ensure soil stability appropriate to the area. Conservation practices essential for controlling both on-site and off-site erosion and siltation must be established. A minimum of seventy-five (75) percent vegetative ground cover, with no substantial bare spots, must be established and maintained into the second growing season.

Excavated areas that are drained will be seeded to obtain a satisfactory vegetative cover. The side slopes of excavated area will be planted to vegetation.

The State Highway Engineer, or his duly appointed representative, will make a final inspection of the reclaimed area and keep a permanent record of his approval thereof. A map or sketch providing the location and approximate acreage of each pit used on the project will be made available to the Final Plans Engineer.

All applicable regulations of agencies and statutes relating to the prevention and abatement of pollution shall be complied with by the contractor in the performance of the contract.

\*\*\*\*\*

The Contractor shall comply with the provisions of the Plan which are applicable to the project as determined by the Engineer. Seeding or other work necessary to comply with the plan on pits furnished by the contractor shall be at the expense of the contractor. Bermuda shall not be planted on ground surface pit areas. The quantity of fescue seed specified in Subsection 810.04 of the Standard Specifications shall be increased by fifteen (15) pounds in lieu of the deleted Bermuda seed.

June 14, 2000

#### PROMPT PAYMENT CLAUSE

- (1) Subject to the provisions on retainage provided in Paragraph (2) below, when a subcontractor has satisfactorily performed a work item of the subcontract, the Contractor must pay the subcontractor for the work item within seven (7) calendar days of the Contractor's receipt of payment from the County. A subcontractor shall be considered to have "satisfactorily performed a work item of the subcontract" when the County pays the Contractor for that work item.
- (2) The Contractor may withhold as retainage up to five (5%) percent of a subcontractor's payment until satisfactory completion of all work items of the subcontract. "Satisfactorily completion of all work items of the subcontract" shall mean when the County pays the Contractor for the last work item of the subcontract. The Contractor must release to the subcontractor any retainage withheld within seven (7) calendar days from the date the Contractor receives payment from County for the last work item of the subcontract.
- (3) Prior to receiving payment of each monthly estimate, the Contractor shall certify to the County that the construction estimate is complete and that all subcontractors have been paid for work covered by previous estimates.
- (4) Failure to comply with any of the above provisions shall result in one or more of the following sanctions: (1) no further payments to the Contractor unless and until compliance is achieved; (2) the Contractor being placed in default; and/or (3) the Contractor being declared delinquent, such delinquency being subject to procedures and penalties provided in 108.08 of the Standard Specifications.

## SECTION E: BID FORM

## MANDATORY BID SUBMITTAL FORM

**CALHOUN COUNTY****ROADWAY IMPROVEMENT PROJECT PACKAGE B****BIDDER'S ACKNOWLEDGEMENTS**

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**BID OF:** \_\_\_\_\_  
**(CONTRACTOR)**

**BID TO:** **CALHOUN COUNTY TRANSPORTATION COMMITTEE, SOUTH CAROLINA**  
 AGENCY/OWNER  
**PROJECT NAME: 2015 CALHOUN COUNTY ROADWAY IMPROVEMENT PROJECT—PACKAGE B**  
**REQUEST FOR BID No. ENG2015/16B**

**BIDS ACCEPTED UNTIL:** **2:00 PM, TUESDAY, SEPTEMBER 23, 2015**

**BID OPENING WILL BE:** **IMMEDIATELY FOLLOWING RFB ENG2015/16A, TUESDAY, SEPTEMBER 23, 2015**

I/we the undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

Bidder accepts all terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty (60) days after the Bid Opening, or for such longer period of time the Bidder may agree to in writing upon request of Owner.

In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all General Conditions and reports and drawings.
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary information at or contiguous to the Site, which may affect cost, progress, or performance of the work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures

**CALHOUN COUNTY****ROADWAY IMPROVEMENT PROJECT—PACKAGE B****BIDDER'S ACKNOWLEDGEMENTS CONTINUED**

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of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

Bidder further represents that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding.
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

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Printed Vendor Name

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Signature of Vendor's Authorized Agent

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Printed Name of Vendor's Authorized Agent

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Title with Vendor of Vendor's Authorized Agent



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The costs as indicated herein, are inclusive of all costs, including labor, supervision, materials, supplies, transportation, taxes or any other costs, incidental or otherwise, for the specified improvements. Additionally, I/we the undersigned understand that due to budget constraints, The County reserves the right to adjust or amend the work requirements and/or negotiate with the lowest, most responsive, qualified, and responsible bidder in an effort to reach a cost that is fair, reasonable and acceptable to both parties.

**DISCREPANCIES, CONTRACTOR PROJECT ELEMENTS**

I/We the undersigned, acknowledge and understand that all Contractor "As Bid" unit measures for the various Project Elements will be reviewed by The County and, where any discrepancies are noted The County reserves the right to advise the bidder and make the necessary corrections and thereby adjust the Contractor's sum total bid amount accordingly. All adjustments, if any, will be predicated on work measurement as represented on the plans. I/We shall have the option to decline any reasonable unit measure adjustment that will reflect an increase in my/our base bid. Therefore, it is understood that unless declined, any adjustments reflecting an increase in the element costs will, when adjusted, reflect an overall increase in the base bid and will be considered in determining the most responsive bid.

Printed Name of Person Binding Bid \_\_\_\_\_

Signature (X): \_\_\_\_\_

Date: \_\_\_\_\_

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**ROADWAY IMPROVEMENT PROJECT—PACKAGE B**

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Quantities Represented Hereon Include All **Three (3) Sets of Roads** For Project:GRIFFITH LANEYEMMY LANELAKE MARION DRIVE**UNIT PRICE WORK**

Item No.	Description	Quantity	Unit	Unit Price	Estimated Price
1	Mobilization	1	LS		
2	Construction Stakes, Lines & Grades	1	LS		
3	Maintenance of Traffic	1	LS		
4	Clearing & Grubbing within Roadway	1	LS		
5	Unclassified Excavation	1	LS		
6	Erosion Control Maintenance	1	LS		
7	Cement Modified Sub-base (8" Uniform)	25,140	SY		
8	Portland Cement for Cement-Modified Sub-base (5.0%)	16.5	TON		
9	Hot Mix Asphalt Surface Course Type C (Including Binder)	3,157	TON		
10	15" HDPE, Smooth Core, 24' Lengths	624	LF		
11	15" RC Pipe Culvert Class III	256	LF		
12	18" RC Pipe Culvert Class III	200	LF		
13	Rip-Rap (Class B)	155	TON		
14	Geotextile for Erosion Control (Class 2) Type C	186	SY		
15	Silt Fence	2,212	LF		
16	Sediment Tubes	1,016	LF		
17	Permanent Vegetation	5.7	ACRE		
18	Maintenance Stone	210	TON		
19	Raised Pavement Markings	267	EA		

TOTAL \_\_\_\_\_

(words)

Bidder will complete the Work in accordance with the Contract Documents for the above unit prices, which include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, and all other cost etc., to complete the finish work as stipulated in the Bid Documents.

Contractor Authorized \_\_\_\_\_

Please Print \_\_\_\_\_

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**CALHOUN COUNTY**

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Liquidated Damages Acknowledgement

Request for Bid No. ENG2015/16B – ROADWAY IMPROVEMENT PROJECT—PACKAGE B

The purpose of this Liquidated Damages Acknowledgement is to draw a submitting vendor's attention to the existence, amount, and computation of liquidated damages in Article 4.03 of the Form of Agreement, (herein the "Article") and obtain confirmation that the specific provision is agreeable to vendor.

In connection with the topic of liquidated damages, submitting vendor agrees that Owner would incur damages if the Scope of Work is not timely completed, that such damages would be difficult to calculate, but vendor admits that the damages to the Owner would be in excess of the daily amount found in the Article. For this reason, vendor specifically agrees to the daily amount found in the Article.

The undersigned vendor understands and agrees to the foregoing.

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Printed Vendor Name

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Signature of Vendor's Authorized Agent

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Printed Name of Vendor's Authorized Agent

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Title with Vendor of Vendor's Authorized Agent

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**LISTING OF SUBCONTRACTORS**

Any bidder in response to this Request for Bids shall set forth in his bid the name and location of the place of business for each of the following subcontractors (if so specified) who may perform work or render services to the prime Contractor to or about the construction, or who will specifically fabricate or install a portion of the work. If the prime Contractor determines to use his own employees to perform any portion of the work for which he would otherwise be required to list a subcontractor, and if the prime Contractor is qualified to perform such work under the terms of the Request for Bids, the prime Contractor shall indicate this in his bid and not subcontract any of that work except with the approval of owner for good cause shown.

<b><u>Description of Work</u></b>	<b><u>SubContractor's Name</u></b>	<b><u>Location</u></b>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Failure to list specified subcontractors shall render the prime Contractor's bid non-responsive. No prime Contractor whose bid is accepted shall substitute any person as a subcontractor in place of the subcontractor listed in the original bid, except as specified within the contract documents.

**SUPERINTENDENT, PRIME CONTRACTOR**

If, as a result of this Bid, a Contract is awarded, the Prime Contractor's job superintendent shall be

Name \_\_\_\_\_

## MANDATORY BID SUBMITTAL FORM

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**ANTI-TRUST/NON-COLLUSION STATEMENT**

I, the undersigned, certify that this Bid does not violate Federal or State Antitrust Laws and I have received and read the Request for Bids and understand that this Bid is subject to all conditions thereof. A signature below indicates that the Offeror herein, his agents, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Offeror or themselves, to obtain information that would give the Offeror an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Offeror, or themselves, to gain any favoritism in the award of the Contract herein.

**BID HOLDING TIME AND ACCEPTANCE**

The undersigned agrees that this bid shall not be revoked or withdrawn after the time set for the opening for bids, but shall remain open for acceptance for a period of not less than sixty (60) days following the bid date.

**RESPONSIBILITY**

The undersigned understands that before awarding a contract, the Bids and Purchases Committee may require additional information in order to ascertain the Bidder's capacity to meet the terms of the Contract. Failure to provide disclosure of this information to The County within five (5) days after having been duly notified and requested may be just cause for rejection of bid and Bidder shall be considered noncompliant.

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE**

The undersigned certifies that the Contractor listed below will provide a "drug-free workplace" as that term is defined in Section 44-107-30 of the Code of Laws of South Carolina, 1976, as amended, by complying with the requirements set forth in Title 44, Chapter 107.

FEDERAL IDENTIFICATION NUMBER: \_\_\_\_\_

**CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATIONS**

\_\_\_\_\_  
(Classification)

\_\_\_\_\_  
(Sub-Classification)

\_\_\_\_\_  
(Limitations)

\_\_\_\_\_  
(S.C. Contractor's License Number)

## MANDATORY BID SUBMITTAL FORM

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## ROADWAY IMPROVEMENT PROJECT—PACKAGE B

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**AUTHORIZATION:**

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(Print Name of Contractor/Company)

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(Address)

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(Printed Signature)

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(Title)

---

(Mailing Address)

---

(City)

(State)

(Zip)

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(Area Code & Telephone Number)

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(Area Code & Fax Number)

## SECTION F: PROJECT INFORMATION INFORMATION / PLANS

## Griffith Lane, Yenny Lane, and Lake Marion Drive, Elloree, SC

